

Exhibit Z

Exhibit Z-1

Allerding, John

From: Allerding, John
Sent: Monday, July 24, 2023 2:39 PM
To: David M. Hryck
Cc: John Woodhouse; John Isbell; Charles Andros; Kevin Frericks; Camisha Simmons; 'Louise Blouin'; Messinger, Brett L.
Subject: RE: Summary why you need to be flexible to allow me to do the deal and refinance you

David,

As John Isbell previously noted, Bay Point denies all of Ms. Blouin's baseless accusations. I do, however, need to follow-up on one point: the below-referenced alleged termination of Brett Messinger as counsel for the Debtor.

Ms. Blouin is not an officer or director of Brickchurch Enterprises, Inc. and does not have the authority to terminate Mr. Messinger as counsel for the Debtor. In fact, Ms. Blouin does not have any authority to take any action on behalf of Brickchurch Enterprises, Inc.

Ms. Blouin's continued assertion of authority over Brickchurch is creating confusion amongst the Debtor's professionals. We are going to ask the Bankruptcy Court to address this issue at its earliest opportunity. I just wanted to give you a heads up as a professional courtesy. We will serve you with the Motion once it is filed.

Feel free to reach out if you have any questions.

Cheers,

John

John C. Allerding | Thompson Hine LLP

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From: Louise Blouin <lt@ltbholding.com>
Sent: Sunday, July 23, 2023 1:55 AM
To: John Isbell <john@jfi-law.com>

Cc: John Woodhouse <johnwoody67@hotmail.com>; Charles Andros <charlesandros@baypointadvisors.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>; David M. Hryck <david.hryck@hklaw.com>; Allerding, John <John.Allerding@thompsonhine.com>
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

CAUTION EXTERNAL EMAIL

We are now transferring and looking for a new attorney under David

Please do not cc Brett anymore

So feel free to question any wrong perception
Or facts that I have stated

It is with communication and good faith realistic
Expectation that we can get through this
Keep that in mind

Sent from [Outlook for iOS](#)

From: John Isbell <john@jfi-law.com>
Sent: Sunday, July 23, 2023 4:23:56 AM
To: Louise Blouin <lt@ltbholding.com>
Cc: John Woodhouse <johnwoody67@hotmail.com>; Charles Andros <charlesandros@baypointadvisors.com>; Brett L. Messinger <BLMessinger@duanemorris.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>; David M. Hryck <david.hryck@hklaw.com>; John Allerding <John.Allerding@thompsonhine.com>
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

Please communicate through your attorneys.

John

Sent from my iPhone

On Jul 22, 2023, at 6:54 PM, Louise Blouin <lt@ltbholding.com> wrote:

They are true did you see Mitch email and the photos of flood
You can not just say x is wrong in a general way

If you question anything feel free to ask I will provide the facts

It is key to be productive and get this closed
We are going in circle
A JV super a JV then no where
Then a budget to approve emergency I am told to go to hell basically
Then we get on a phobe CEO a disaster
Then I asked still now asking for one paragraph reassuring us you will get out of bankruptcy for a bank
then Charles say show me reyl can do it I did abd you all said no to 20 million but why
40 on the other house is so easy to finance outside a bankruptcy

You have been trying to stay in bankruptcy the deal was nit that between the business deal and legal many things are lost in translation

Now I am asking if you want me to pay Morgan and ris no answer
Whatever I am asked to do I bring it then you do not answer play dead

Then you call Morgan to get the payoff
Come on

Sent from [Outlook for iOS](#)

From: John Isbell <john@jfi-law.com>
Sent: Sunday, July 23, 2023 12:44:25 AM
To: Louise Blouin <lt@ltbholding.com>
Cc: John Woodhouse <johnwoody67@hotmail.com>; Charles Andros <charlesandros@baypointadvisors.com>; Brett L. Messinger <BLMessinger@duanemorris.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>; David M. Hryck <david.hryck@hklaw.com>; John Allerding <John.Allerding@thompsonhine.com>
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

Thanks for the e-mail. I stopped reading after the third bad faith reference. We deny all of your baseless acquisitions. This type of email is not helpful and will not elicit a further response.

John

Sent from my iPhone

On Jul 22, 2023, at 5:36 AM, Louise Blouin <lt@ltbholding.com> wrote:

We love lawyers but they can not be in a bubble like fiction I am the one that can deliver what you want so ask me within the context of a big of material effects how we proceed

If I were you the first question is how can we help you close as everything you have done has been against any closing and rather abusif your style is not appropriate for this size of house and probably others I am in chapter 11 for bad conduct if you want to continue this road and have fun doing it and not listening to what is need it then be it but we will fight

So let's get this done without more threats and less legal fees
What happen to the jv you spend money on a jv and never asked if it was feasible tax wise with capital gain I said do it in the bvi
It went dead then the reyl
Charles killed it he did not reassure them that he would get out of bankruptcy that was our deal from the start then then then
I only ask for one paragraph stating that you will allow financing outside the bankruptcy that was refused as well I call this bad faith

Now I have a deal to close fast with Morgan ris and Charles says no unless I misunderstood as I just do not understand you guys as you shoot the bullet at your own feet

So it is important for me and my long time lawyer David to understand your motives and to close

If your motive is to kill and steal well you are doing a good job

You need to be presentable to the next lender

The partner lawyer who represent me and has for a long time has moved from Duane Moris to Holland and as a loyal client I shall follow him and have transferred files to him David

He has been handling the RIS for sometime and is going to engage after a successful deposition of 7 hours with them and settle all negotiation will be done in the next days he has started the lawyer under David is Dawn an X RIS he started weeks ago and we hope to get to a reasonable number To remove the lien

I know you are trying for the shares but you have no grounds as the default could not be avoided

Ris events :

The taxes were paid to a lawyer in an escrow account and never paid to RIS we need to get her trust statements then the rest is half interest and penalty no link either with Aberdeen brickchurch I never managed thé US us had a president and was clear through the email to pay it was paid and never made it to RIS

In my track record you will see no flaws

Just jgb and now baypoint

I wanted so to believe that Charles was different maybe I am still wrong I hope because I believe in you guys and with my fund we can do so much together .

You want to be paid

And I want to pay you

But the material adverse effects put upon us made all impossible to reach the goal we wish for

I appreciate the John's and Kevin and Charles

But we need to stop this witch 🧛 hunt

We need results not interpretation of your own narrative

Let's work to win you can see my track record it is not luck it is business irr it is honesty integrity hard work it is very little luck

David will assign a new lawyer to replace Brett we thank Brett for all his effort on this file.

Let me give a shot at your plan

I know you want all fast with default money

But both of these are not possible

So let's get to why your plan makes no sense to the market and even with this war zone

Done :

I can still get us a closing on Morgan very soon termsheet is signed with approximate date of closing but I need from you now an acceptance to increase to

Handle the lien of RIS to do a deal at 20 million I need this answer by Monday
If then we can increase it to get you your 20 million then finance the other house easily
unless a buyer comes .

Either way we will not foreclose otherwise it will be perceived as bad faith on your part
if you block the 15 m or 20 m

My wish is directed by the market by events not by myself interest and certainly by
respecting the path of the law

We have two problems in the plan one is timing and default .

Default is the most interesting one we fall amongst within bad faith material adverse
effects

We will fight your default rate as I can not go more than 55 ltv on the two properties
enough to close your loan totally by increasing an invalid default you can have a bigger
risk in state court of losing all your capital as it will be considered abusif

So let's look at why it is not a default :

Clause on page 23 d states material adverse effect it was impossible to meet your
deadline for many reasons

A flood you all saw Mitch email refusing to support an emergency call you all saw the
house after his decision to postpone the flood audit

What does this do ? You need to pay what the insurance is not paying only fair and
mostly allow for lost time

The emergency call was done by email stating one pipe burst we need to get a team in
to audit

You decide to take all from the dip account and put bureaucracy between 26 year owner
and someone that has no knowledge to make such a decision they are country homes
not city they are ocean homes and an owner that has experience and has a perfect
track record since jgb

The responsibility is yours as you wanted it

What are the consequences?

No viewing and no rental and a bill to pay for the works and no evaluator can come in
for refinancing for 6 months only when the rugs are down we can then get the evaluator
in

If you want proof I will be delighted to resend to all of you .the emergency email and the
response was arrogant dismissive and caused a huge blow

I am not responsible and taking my mortgage money to fix your mistake and having to
battle to get paid for people that are even working to fix it

The faster it is fixed the faster the evaluator comes in we close Morgan then we close
you

We will do fund and or Goldman

All I want is a paragraph saying you will work with reyl or any other lender can you not
give me this

should not be a big deal you have 15 percent for 6 months which more than double your
usual market rate and more than double the rate acceptable in Ny State and more than
double your average rate of 12 pc

I am sure we can find ways that are reasonable to make this happen

Step one Morgan ris

Step two increase to get you out money to reduce 366 step two finance 366
If you collaborate it can be fast
So far reyl is not willing as they were not told you will get out of bankruptcy in any case
the judge are going to kick us out
It is not good for you

I hope you understand if you do not understand my poor English
Ask us questions

Sent from [Outlook for iOS](#)

Exhibit Z-2

Allerding, John

From: Allerding, John
Sent: Monday, August 7, 2023 9:45 PM
To: 'Camisha Simmons'; Louise Blouin
Cc: John Isbell; Mathew Kabatoff; Messinger, Brett L.; David M. Hryck; Charles Andros
Subject: RE: Brickchurch- Bankruptcy Counsel

Ms. Blouin,

I am writing to again remind you that you have been removed as an officer and/or director of Brickchurch Enterprises, Inc. ("Brickchurch"). As a result, you do not have authority to take action on behalf of Brickchurch as an officer or director.

Your statement that you are the shareholder of Aberdeen BVI is simply inaccurate. Brickchurch Holdings (BVI) Ltd. is the beneficial owner of the shares of Brickchurch. Bay Point is the sole shareholder of record and, as the sole shareholder of record, is the only party that is entitled to take shareholder action on behalf of Brickchurch.

We are in the process of filing a motion that will ask the Court to determine that you have been rightly removed as an officer and director of Aberdeen Enterprises, Inc. ("Aberdeen") and that Aberdeen Holdings(BVI) Ltd. was rightly removed as the shareholder of record. You will then have the ability to make your arguments (if any) to the Court.

Ms. Simmons, I understand that Ms. Blouin's actions are putting you in a difficult spot. As I noted above, Bay Point is in the process of filing a motion in the Aberdeen bankruptcy case to put these issues before the Court. I expect those papers to be filed tonight. We are going to ask for an expedited hearing to have the issues addressed at the Court's earliest convenience. Given that these cases are affiliated and the issues are exactly the same for both Brickchurch and Aberdeen, we will ask that the Court enter orders in both cases.

Thank you,

John

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From: Camisha Simmons <camisha@simmonslegal.solutions>
Sent: Monday, August 7, 2023 2:09 PM
To: Allerding, John <John.Allerding@thompsonhine.com>
Cc: John Isbell <john@jfi-law.com>; Louise Blouin <lt@ltbholding.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Messinger, Brett L. <BLMessinger@duanemorris.com>; David M. Hryck <David.Hryck@hklaw.com>; Charles Andros <charlesandros@baypointadvisors.com>
Subject: Brickchurch- Bankruptcy Counsel

CAUTION EXTERNAL EMAIL

John,

I received the below request from Louise with respect to debtor's counsel to Brickchurch. I'm fine with a change of counsel if that is what needs to be done. Thanks.

CAMISHA IT IS TIME TO MOVE ON I AM THE SHAREHOLDER AND YOU ARE NOT REPRESENTING THE INTEREST OF
BRICKCHURCH
THE REST IS MY BUSINESS
WE CAN NOT AFFORD TO PAY MORE LAWYERS I AM SURE YOU UNDERSTAND THIS

Camisha L. Simmons | Managing Member

Simmons Legal PLLC

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www.simmonslegal.solutions

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